

COMMON COUNCIL OF THE CITY OF HOBART, INDIANA

ORDINANCE NO. 2016- 09

An Ordinance to Adopt and Approve an Interlocal Agreement with the Little Calumet River Basin Development Commission to Perform Preliminary Engineering for the Reconstruction of the Wisconsin Street Roadway and Bridge through Lake George

WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”) has received a proposed Interlocal Agreement by and between the City and the Little Calumet River Basin Development Commission (“Commission”), a political subdivision of the State of Indiana, to govern the receipt of funds from the Commission for the Preliminary Engineering for the Reconstruction of the Wisconsin Street Roadway and Bridge through Lake George (“Project”); and

WHEREAS, the City administration sought Commission support to engage a qualified consulting engineering firm to carry out the initial engineering tasks necessary to reconstruct the Wisconsin Street roadway and bridge across Lake George. The preliminary engineering work to be done consists of the following major elements:

1. Stage 1 Review Submittal (preliminary or 25% complete);
2. Geotechnical Submittal;
3. Preliminary Right-of-Way Plan Submittal;.
4. Preliminary Field Check;

and

WHEREAS, the City Executive applied for a Commission grant for such purpose and said application was approved by the Commission at its February 2016 meeting in the grant sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00); and

WHEREAS, the proposed Interlocal Agreement between the City and the Commission governing such grant is attached hereto and made a part hereof as Exhibit “A;” and

WHEREAS, the City has selected Short Elliott Hendrickson, Inc. of Indiana (“SEH”) to perform the preliminary engineering work described above, their detailed project proposal including description of the project, its objectives and funding requirements being attached to said proposed Interlocal Agreement as Exhibit “B;” and

WHEREAS, the cost of the Project elements contained in said proposal is not to exceed the lump sum of \$150,000.00 which is to be funded entirely by the Commission grant; and

WHEREAS, a power that may be exercised by an Indiana political subdivision and by one (1) or more other governmental entities may be exercised by one or more entities on behalf of others; or jointly by the entities pursuant to I.C. §36-1-7-2; and

WHEREAS, the Council, in order to make the proposed Interlocal Agreement effective under the law, desires to enact this Ordinance approving and adopting the Agreement and spreading same upon the public record.

THEREFORE, BE IT ORDAINED by the Common Council of the City of Hobart, Indiana as follows:

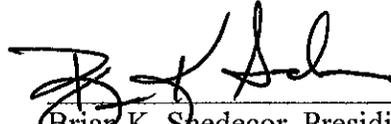
SECTION ONE. The Interlocal Agreement by and between the Little Calumet River Basin Development Commission and the City of Hobart for the Preliminary Engineering for the Reconstruction of the Wisconsin Street Roadway and Bridge through Lake George, attached as Exhibit "A," is hereby approved and adopted in all respects.

SECTION TWO: The Mayor and Clerk-Treasurer of the City are hereby authorized to execute and attest to said Agreement, or one substantially in conformance with it, respectively. Upon such execution, the instrument attached hereto shall constitute the valid and subsisting agreement of the City for the uses and purposes stated therein.

SECTION THREE: The provisions of said Agreement in their entirety, inclusive, are specifically incorporated herein by reference as if fully set out as an integral part of this Ordinance. All ordinances or portions thereof in effect prior to the effective date and in conflict with the provisions of this ordinance are hereby repealed.

SECTION FOUR: This ordinance shall become effective upon adoption in the manner required by law.

ALL OF WHICH is PASSED and ADOPTED by the Common Council of the City of Hobart, Indiana on this 4th day of May, 2016.

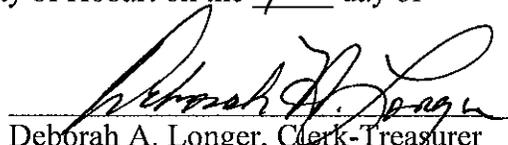


Brian K. Shedecor, Presiding Officer

ATTEST: 

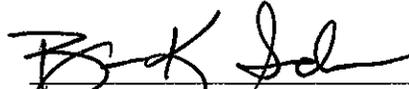
Deborah A. Longel, Clerk/Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 4th day of
May, 2016 at the hour of 7:10 p.m.



Deborah A. Longel, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common Council of
the City of Hobart on this 4th day of May, 2016.



Brian K. Snedecor, Mayor

ATTEST:



Deborah A. Longel, Clerk-Treasurer

EXHIBIT "A"

**INTERLOCAL COOPERATION AGREEMENT FOR THE
PURCHASE OF CONSTRUCTION SERVICES AND OTHER
SERVICES, SUPPLIES, AND EQUIPMENT FOR MUTUAL BENEFIT**

WHEREAS, Indiana Code I.C. 36-1-7-1, et seq., allows government entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services and other services for the mutual benefit of each other; and

WHEREAS, the Little Calumet River Basin Development Commission ("LCRBDC"), is created pursuant to I.C. 14-13-2-5 and is created as a public body corporate and politic, with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

WHEREAS, the Town/City of Hobart ("Town/City") is a political subdivision empowered by the Interlocal Cooperation Act, as amended, (I.C. 36-1-7-1, et seq.) with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

WHEREAS, LCRBDC and the Town/City desire to enter into an Interlocal Cooperation Agreement ("Agreement") consistent with I.C. 36-1-7-1, et seq., to carry out the construction Project set forth in the Little Calumet River Basin Development Commission Application for Funding-Construction Projects attached hereto and made a part hereof as Exhibit "A" and to provide for the ability to purchase construction services, engineering services, other services, supplies and equipment for the mutual benefit of the participating entities;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, LCRBDC and the Town/City hereby agree as follows to-wit:

Section 1. **DURATION.** The duration of this Agreement shall be from May 15, 2016 through November 15, 2016, provided said Agreement is adopted by resolution by each of the political subdivisions entering into this Agreement prior to that date, and is renewable each calendar year thereafter by Agreement of the parties, evidenced by the passage of similar resolutions, should the purposes of this Agreement necessitate it.

Section 2. **PURPOSE.** The purpose of this Agreement is to authorize and allow the carrying out of the Project of the Town/City more fully described and set forth on that certain "Little Calumet River Basin Development Commission Application For Funding-Construction Projects" ("Project") attached hereto and made a part hereof as Exhibit "A" and such other documents as may become appended hereto upon execution. Plans and specifications for the Project shall be attached hereto and made a part hereof as Exhibit "B".

Section 3. **ADMINISTRATION.** This Agreement shall be administered through a single entity, namely, the Town/City with oversight by LCRBDC. The Town/City shall be responsible for the ultimate manner of financing, staffing, managing and maintaining a budget for the Project.

Section 4. **CLERK-TREASURER.** The duly elected Clerk-Treasurer of the Town/City shall have the duty and responsibility to coordinate all contracts, invoices, and related updates

with respect to the Project. The Clerk-Treasurer shall perform all customary and usual duties and responsibilities associated with the office and required by law as it relates to the Project.

Section 5. OTHER TERMS. In further consideration of the mutual promises and covenants contained herein, it is additionally agreed as follows:

(A) The Town/City shall provide the primary administration and supervision over the general construction services related to the Project and as described in Exhibits "A" and "B" herein. The LCRBDC shall only provide oversight to ensure that the Project is executed as applied for and specified herein.

(B) The LCRBDC shall commit the sum not to exceed \$150,000.00 ~~of the overall budget submitted per Exhibit "A" and the Town/City shall be responsible for the remaining amount.~~ The LCRBDC portion shall not exceed the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and said amount shall be payable on a "draw" basis or in a lump sum as the LCRBDC may determine. The draw will be on a monthly basis until the Project is deemed complete based on the following guidelines:

- Initial Payment: Town/City shall provide LCRBDC documentation per Section 5.(D) below;
- Monthly Progress Payments: Town/City shall provide LCRBDC with progress reports per Exhibit "C", along with attached copies of all approved invoices;
- Final Payment: Town/City shall provide LCRBDC with copies of all final documentation, including, but not limited to, final architectural/engineering drawings, permits, inspection approvals and final invoices.

Any payment by the LCRBDC to the Town/City shall be made within sixty (60) days of receipt of the written request and all associated documentation.

(C) The Town/City hereby agrees to indemnify and hold harmless LCRBDC, its employees, representatives, agents, heirs, executors, successors and assigns from any and all actions, causes of action, claims, and demands for and by reason of the Project contemplated herein.

(D) At the Project's commencement, the Town/City hereby agrees to provide LCRBDC with the following: a complete set of proposed construction drawings, in all forms as requested by LCRBDC; copies of all executed third party contracts; documentation as to who has the authority for the Town/City to direct the Project, including contact person's name/department or affiliation; as well as any other documents required by LCRBDC. In the event there are no such drawings for the Project, then the Town/City shall provide LCRBDC with written documentation outlining the Project, as well as a complete overview of the specifications utilized by the vendor/contractor/department to complete said Project as proposed to LCRBDC per Exhibit "A". The Town/City agrees to comply with all bidding and other State law requirements with regard to the Project.

Section 6. TERMINATION. Upon satisfactory completion of the Project and acceptance by the Town/City, LCRBDC and all applicable governmental entities, this Interlocal Cooperation Agreement shall be deemed at an end. All supplies or equipment purchased by the Town/City to complete the Project shall remain the sole property of the Town/City. In the event the Project is terminated prior to completion, the Town/City shall return all unexpended funds of LCRBDC and the obligation of LCRBDC to pay the balance of its funding commitment shall be at an end.

Further, this Agreement may be terminated by either one of the participating entities upon ninety (90) days prior written notice to the other at the address indicated herein. Upon termination, any unexpended funds of LCRBDC shall be returned to LCRBDC, and LCRBDC's further obligation to pay any committed funds shall be at an end and terminated.

Section 7. COUNTERPARTS. This Interlocal Cooperation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 8. RECORDING. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, this Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Section 9. EFFECTIVE DATE. This Agreement shall be effective after the same has been ratified by each of the participating entities by ordinance or resolution pursuant to I.C. 36-1-7-2.

Section 10. MODIFICATION. No modification of this Agreement shall be effective, in any respect, unless agreed to in writing and executed by the parties or their representatives and appended hereto.

IN WITNESS WHEREOF, the parties have caused this Interlocal Cooperation Agreement to be executed in their names and on their behalf on the ____ day of _____, 20____.

Little Calumet River Basin Development Commission

By: _____

Address: 900 Ridge Road, Suite H
Munster, IN 46321

Town/City of Hobart

By: [Signature]
Brian K. Snedecor, Mayor

Address:

Agreement for Professional Services

This Agreement is effective as of April _____, 2016, between City of Hobart (Client) and SEH of Indiana, LLC (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Wisconsin Street Improvement Project**.

Client's Authorized Representative: Phillip Gralk, PE - City Engineer
Address: 414 Main Street
Hobart, IN 46342
Telephone: 219.942.8271 **email:** pgralk@cityofhobart.org

Project Manager: Craig Hendrix, PE
Address: 9200 Calumet Avenue
Munster, IN 46321
Telephone: 219.513.2529 **email:** chendrix@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

PROJECT BACKGROUND

On October 27, 2015 Hobart submitted an application for funding assistance to the Little Calumet River Basin Development Commission (LCRBDC) to reconstruct the Wisconsin Street roadway and bridge through Lake George to reduce the likelihood of the roadway from flooding during heavy rain events. At their February meeting, LCRBDC granted Hobart \$150,000 to begin preliminary engineering.

PROJECT APPROACH

Consultant proposes to approach the project in two phases – Preliminary Engineering and Final Engineering. In the Preliminary Engineering phase design work will be advanced to approximately 25% complete to match the level of effort funded by LCRBDC. Final Engineering Phase design work will be completed under a future agreement.

Consultant proposes to follow much the same process as if the project was being administered by INDOT. Consultant proposes to develop the project in accordance with 3R criteria outlined in Chapter 55 of the Indiana Design Manual, modifying or eliminating tasks not required for projects funded with 100 percent local funds. Roadway and bridge reconstruction plans generally require completing the following tasks with Preliminary Engineering Phase tasks in bold:

1. **Stage 1 (preliminary or 25% complete) Review Submittal**
2. **Geotechnical Submittal**
3. **Preliminary Right-of-way Plan Submittal**
4. **Preliminary Field Check**
5. Stage 2 Review Submittal (approximately 55% complete)
6. Final Right-of-way Plan submittal
7. Final Field Check (approximately 80% complete)
8. Stage 3 Review Submittal (approximately 95% complete)
9. Final Tracings/Contract Documents Submittal (100% complete)

PROJECT WORK TASKS

The intent of the initial LCRBDC funding was to advance the project through preliminary engineering. To achieve this, Consultant proposes to complete the following work tasks:

Task 1 – Hydraulic Model Approval

As part of the Deep River Flood Risk Management Plan (Plan) development, Consultant collected and reviewed a number of previous studies and models, conducted interviews with several regulatory agencies including IDNR and USACE, and completed a detailed bathymetric survey which was then combined with LIDAR topographic survey data and physical structure measurements to develop a new hydraulic model. The new hydraulic model of Deep River was then created to analyze a number of watershed-wide flood control measures.

During the discussion with IDNR it was noted that if the new hydraulic model prepared as part of the Plan was intended to be used for one or two future permit applications, the model would first be reviewed through the IDNR Floodplain Analysis and Regulatory Assessment (FARA) process. Submitting the new hydraulic model to the IDNR for review and obtaining a FARA letter would establish the new hydraulic model as the "effective hydraulic model" for IDNR review. This would likely reduce the amount of time required to review the "Construction in a Floodway" permit application.

In order to prepare the new hydraulic model of Deep River for the FARA process, the model must be re-structured to include a duplicate effective, corrected effective, and existing conditions model. Only the existing conditions model was prepared as part of the model development for the Plan. In order to develop the corrected effective model, bridge plans and/or permits must be collected and reviewed to determine the date of changes made to each structure within the modeled reach. Once the model has been prepared for submittal, the IDNR hydraulic modeling checklist and supporting narrative must also be prepared and included in the submittal.

Consultant will prepare the model for submittal to the DNR for the FARA process. Consultant will respond to subsequent questions and present additional data as needed to support the process.

Task 2 – Topographic Survey

Consultant shall perform a detailed topographic survey to establish the existing project conditions. The project limits are generally defined as the roadway area bounded by Lake Shore Drive on the south and 3rd Street on the north. The project limits are further defined in Exhibit A. Consultant will also prepare a Location Control/Route Survey Plat to be utilized for future property acquisition.

Task 3 – Stage 1 Review Submittal

Consultant shall prepare a Stage 1 Review Submittal (approximately 25% complete) to be reviewed by Client. It is also anticipated that the bridge portion of the project will be reviewed by the Lake County Highway Engineer. This submittal shall include:

1. Conformance review with Level One controlling design criteria.
2. Engineer's Assessment that provides a written scope of the project requirements.
3. Level One Checklist and Design Computations including roadway geometrics and sight distance computations.
4. Preliminary Typical Sections of the proposed roadway and bridge
5. Preliminary Structure Sizing and Type
6. Preliminary Plan and Profile Sheets
7. Preliminary Details
8. Preliminary Cross Sections
9. Design Information including preliminary hydraulic analysis, alternatives considered, design exception identification, permitting needs, anticipated project schedule and preliminary engineer's estimate.
10. Preparation of completed project sketches and images.
11. Presentation of submittal to Client Commission(s) or Board(s)

Task 4 – Preliminary Utility Coordination

Consultant shall identify and coordinate with existing utilities to determine the nature and locations of their infrastructure. This information will be recorded along with the topographic survey information.

Task 5 – Geotechnical Investigation

Consultant shall coordinate with an INDOT prequalified Geotechnical Engineer to conduct field investigations and determine the engineering properties of the existing soils and their suitability for constructing proposed improvements. A report will be prepared indicating preliminary findings and potential design and construction criteria.

Task 6 – Wetlands Investigation

Consultant shall conduct a wetland investigation within the project limits to determine potential impacts to wetlands. Consultant will coordinate with the USACE to determine jurisdiction and obtain concurrence. A report will be prepared indicating preliminary recommendations and cost estimates for mitigation if required.

Task 7 – Preliminary Right-of-Way Submittal

Consultant will prepare a preliminary right-of-way submittal indicating apparent rights-of-way and parcel ownership. Consultant will review subdivision plats, Lake County GIS, and other available information in preparation of the submittal. Title research will not be included at this early stage.

Task 8 – Preliminary Field Check

Consultant will arrange and attend a preliminary field check with project stakeholders to present preliminary design plans. Consultant will prepare meeting agendas, attendees list and minutes.

Schedule:

Consultant will begin work immediately upon receiving written notice to proceed from Client. Consultant will complete the work within 150 days of the date of receiving the notice to proceed.

Fee:

The lump sum fee is \$150,000 including expenses and equipment based upon the following tasks:

Task 1: Hydraulic Model Review	\$29,050
Task 2: Topographic Survey	14,150
Task 3: Stage 1 Review Submittal	66,300
Task 4: Preliminary Utility Coordination	2,010
Task 5: Preliminary Geotechnical Investigation	23,730
Task 6: Wetland Investigation	7,640
Task 7: Preliminary RW Submittal	1,810
Task 8: Preliminary Field Check	5,310

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None.

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SEH of Indiana, LLC

By: _____

Kerry A. Keith
President

City of Hobart

By: _____

Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Hobart (Client)
and
SEH of Indiana, LLC (Consultant)
Dated April _____, 2016

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the Initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the Initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

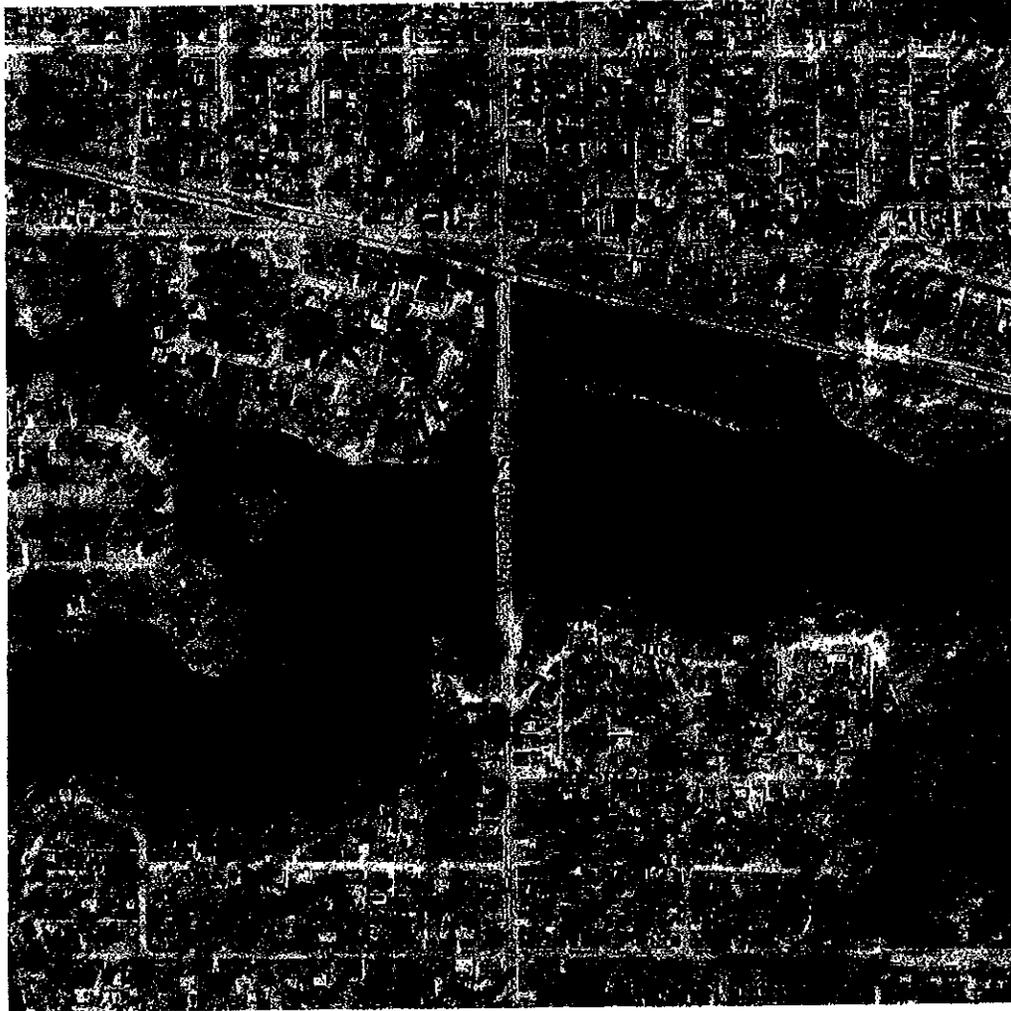
1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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PROJECT LIMITS MAP
Fig. 1


NORTH
1"=500'
Date: 03-30-2016



Wisconsin Street
CITY of HOBART, INDIANA

SEH Project Number: HOBAR 128023

